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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

**DORI YATES, CLAUDIA STRICKLAND,
TONYA SEVILLA, and LINDA NEWTON,
individuals,**

Case No.

COMPLAINT

**Constitutional Violation
(42 U.S.C. § 1983)**

Plaintiffs,

v.

**AMERICAN FEDERATION OF
TEACHERS, AFL-CIO; AFT-OREGON;
HILLSBORO CLASSIFIED UNITED, AFT
LOCAL 4671, labor organizations; and
HILLSBORO UNIFIED SCHOOL
DISTRICT, a public school district,**

Defendants.

INTRODUCTION

1. Plaintiffs are public-sector employees who resigned their union membership and objected to payment of union dues. Nonetheless, their employer continues to deduct money from Plaintiffs' paychecks and give it to the union, relying on the union's assertions that Plaintiffs are subject to a membership agreement that limits their ability to end union dues deductions.

2. The union acknowledges that the membership form they rely upon contains contradictory terms: one clause stating that employees must pay dues for a minimum of a year, and another clause stating that employees may only revoke dues authorizations during an arbitrary 30-day window each June. Instead of letting members resign membership and cease paying dues either a year after they signed a membership card or in June, the union applies both rules in a specific order to keep Plaintiffs paying dues for the maximum amount of time.

3. Plaintiffs bring this civil rights action pursuant to 42 U.S.C. § 1983 to enforce their First Amendment rights to be free of compelled speech and association, which includes the right to choose whether or not to spend their money on union dues or fees. *Janus v. AFSCME, Council* 31, 138 S. Ct. 2448 (2018).

4. Plaintiffs seek declaratory and injunctive relief prohibiting Defendants' unconstitutional conduct in compelling Plaintiffs to pay union dues without their consent and over their objection. Plaintiffs also seek compensatory damages, refund or restitution of all unlawfully seized money, nominal damages for the violation of their First Amendment rights, reasonable attorneys' fees, and any other relief the Court deems just and proper.

JURISDICTION AND VENUE

5. This action arises under the Federal Civil Rights Act of 1871, 42 U.S.C. § 1983, to redress the deprivation, under color of state law, of rights, privileges, and immunities secured to Plaintiffs by the Constitution of the United States, particularly the First Amendment as

incorporated against the States by the Fourteenth Amendment.

6. The Court has subject-matter jurisdiction under 28 U.S.C. § 1331 and 28 U.S.C. § 1343.

7. This action is an actual controversy in which Plaintiffs seek a declaration of their rights under the Constitution of the United States. Pursuant to 28 U.S.C. §§ 2201-2202, this Court may declare the rights of Plaintiffs and grant further necessary and proper relief based thereon, including injunctive relief pursuant to Federal Rule of Civil Procedure 65.

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the claims arise in this judicial district and Defendants operate and do business in this judicial district.

9. Because a substantial part of the events giving rise to these claims occurred in counties covered by the Portland Division, assignment to that Division is proper. L.R. 3-2.

PARTIES

10. Plaintiffs are public employees who work for Defendant Hillsboro United School District, and who are in a bargaining unit or units represented by Defendant union, Hillsboro Classified United, AFT Local 4671, AFL-CIO (HCU). HCU is an affiliate of American Federation of Teachers (AFT), and American Federation of Teachers Oregon AFL-CIO (AFT-Oregon).

11. Plaintiffs Dori Yates, Claudia Strickland, Tonya Sevilla and Linda Newton reside in Washington County, Oregon.

12. Defendant American Federation of Teachers, AFL-CIO (“AFT”), whose office is at 555 New Jersey Avenue Northwest, Washington, D.C. 20001, is a national labor union, affiliated with various AFT state and local unions, which is named in numerous collective bargaining agreements with public employers throughout Oregon, including Hillsboro Unified

School District, and which is paid a portion of Plaintiffs' dues from Defendant Hillsboro Classified United AFL-CIO Local 4671.

13. Defendant American Federation of Teachers, Oregon AFL-CIO ("AFT-Oregon"), whose office is at 10228 Southwest Capitol Highway, Portland, Oregon 97219 is a state-wide labor union, affiliated with various other AFT locals, which is named in numerous collective bargaining agreements with public employers throughout Oregon, including Hillsboro Unified School District, and which is paid a portion of Plaintiffs' dues by Defendant Hillsboro Classified United AFL-CIO Local 4671.

14. Defendant Hillsboro Classified United AFL-CIO Local 4671 ("HCU"), whose office is located at 245 Southeast 4th Avenue, Hillsboro, Oregon 97123, is a local labor union, affiliated with AFT and AFT-Oregon, that enters collective bargaining agreements with Defendant School District.

15. Defendant Hillsboro Unified School District (School District), whose address is at 3083 Northeast 49th Place, Hillsboro, Oregon 97124 is a public school district in Washington County, Oregon. School District collectively bargains with Defendant HCU, and is responsible for deducting dues from Plaintiffs' wages and remitting the dues to HCU, pursuant to Article 11, Section C of the applicable collective bargaining agreement.¹

FACTUAL ALLEGATIONS

16. Each Plaintiff notified HCU in writing of her resignation from union membership and objection to any continued deduction of union dues or fees from her wages.

17. HCU Membership Officer Debbie Langworthy sent a letter to each Plaintiff

¹ Available at: <https://hcu4671.org/wp-content/uploads/2019/01/2018-21-Classified-Management-Agreement.pdf>.

denying her resignation and refusing to honor her revocation. Each letter was, in relevant part, in substantially the following form:

I am writing in response to your letter that we received on [date] that states your desire to resign your membership effective immediately. Your request has been denied as it was received outside the revocation window for dues authorization.

When you became a member, you agreed to maintain your membership for a minimum of one year. So the first year you are allowed to revoke your deduction authorization is [date].

Union Membership and Payroll Deductions are governed by the following documents

- HCU Constitution and Bylaws
- Classified/Management Agreements (aka “the contract”)
- Membership Commitment Forms

Each document includes language about when a member may withdraw their membership or payroll deduction authorization. Currently the language in each document have differences [sic] that have a material impact on when and how a member can withdraw their union membership. While these conflicts exist, the language of the Membership Commitment Form is the overriding language. I’ve included a copy of your membership commitment form that was signed on [date].

To summarize the language, you may only revoke your authorization of dues deductions between the dates of June 1st and June 30th of each calendar year.

Because our arrangement with payroll does not differentiate between “union members” and “non-members with dues authorization”, we will hold off on changing your status to a non-member. If you wish to be designated as a non-member, resulting in paying dues without receiving member benefits, please let me know.

...

18. The language used in the membership forms is as follows:

I understand that my dues will include many services and benefits of the local, state, and national bodies as well as subscriptions to the state and national publications. This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of authorization and shall automatically renew from year to year unless I revoke this authorization by sending written notice to the Union between June 1 and June 31. Union dues may not be deductible for federal tax income purposes.

19. The Member Commitment Form states first that the period of irrevocability is a year *from the date of authorization*. It then says it will be renewed unless revoked during the month of June. However, not all authorizations are made during the month of June.

20. By enforcing these two conflicting revocation periods, HCU ensures that members are forced to remain members and continue to pay dues for a period of months after they resign membership.

21. Yates' membership form was dated April 25, 2018, and contained the identical language as quoted above in paragraph 18. Yates sent a written revocation of her membership and dues authorization on or about January 1, 2019. HCU denied Yates' revocation and resignation on January 23, 2019 by letter in substantially the form quoted above in paragraph 17, in which HCU stated Yates could not resign until June 2019, a year and two months from the date on her membership form. Yates was forced to pay dues for five months past the time she resigned her membership.

22. Strickland's membership form was dated November 16, 2018, and contained the identical language as quoted above in paragraph 18. Strickland sent a written revocation of her membership and dues authorization on or about July 26, 2019. HCU denied Strickland's revocation and resignation on July 26, 2019 by letter in substantially the form quoted above in paragraph 17, in which HCU stated Strickland could not resign until June 2020, a year and seven months from the date on her membership form. Strickland is being forced to pay dues for eleven months past the time she resigned her membership.

23. Sevilla's membership form was dated April 26, 2018, and contained the identical language as quoted above in paragraph 18. Sevilla sent a written revocation of her membership and dues authorization in January 2019. HCU denied Sevilla's revocation and resignation on

January 23, 2019 by letter in substantially the form quoted above in paragraph 17, in which HCU stated Sevilla could not resign until June 2019, a year and two months from the date on her membership form. Sevilla was forced to pay dues for five months past the time she resigned her membership.

24. Newton's membership form was dated July 17, 2018, and contained the identical language as quoted above in paragraph 18. Newton sent a written revocation of her membership and dues authorization on or about December 26, 2018. HCU denied Newton's revocation and resignation on January 2, 2019 by letter in substantially the form quoted above in paragraph 17, in which HCU stated Newton could not resign until June 2020, a year and eleven months from the date on her membership form. Defendants subsequently forced Newton to pay dues until she retired from her employment in July 2019. Newton was forced to pay dues for six months past the time she resigned her membership.

25. Plaintiffs each individually notified their employer, School District, that they resigned their membership in HCU and objected to any further deduction of dues from their pay. Despite Plaintiffs' objections, Defendant School District continued deducting union dues from Plaintiffs' paychecks and remitted them to HCU.

26. Defendants act under color of state law, ORS 243.776 and ORS 292.055(3), by maintaining and enforcing the CBA and their restrictive revocation policy in their membership forms pursuant thereto, under which Defendant School District automatically deducts union dues from Plaintiffs' paychecks and remits those monies to HCU.

27. Defendants have not provided any justification for forcing Plaintiffs to remain union members until an arbitrary window of time, nor have they provided any explanation or justification of why they enforce two separate and contradictory periods of time for withdrawing

union membership and dues authorizations, much less in a specific order. In addition, Defendants' actions are inconsistent with the plain language of the membership form.

28. The Supreme Court in *Janus* held that “[n]either an agency fee nor any other payment to the union may be deducted from a nonmember’s wages, nor may any other attempt be made to collect such payment, unless the employee affirmatively consents to pay” by a valid waiver of First Amendment rights. 138 S. Ct. 2448, 2486 (2018).

29. Plaintiffs have not given constitutionally adequate affirmative consent to pay dues, nor have they waived their First Amendment rights.

CAUSES OF ACTION

30. Defendants’ actions violate Plaintiffs’ First Amendment rights, as secured against state infringement by the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983.

31. Defendants’ actions in forcing Plaintiffs to maintain membership and in continuing their deduction and collection of union dues have caused Plaintiffs to suffer the irreparable harm and injury inherent in a violation of First Amendment rights, for which there is no adequate remedy at law.

COUNT I **(First Amendment – Freedom of Speech)**

32. Plaintiffs re-allege and incorporate by reference the paragraphs set forth above.

33. Defendants act under color of state law, ORS 243.776 and ORS 292.055(3), in their arrangement for deduction of money from Plaintiffs’ paychecks and remittance of that money to HCU.

34. Defendants’ enforcement of the restrictive language in their membership forms violate Plaintiffs’ First Amendment rights, as secured against state infringement by the Fourteenth

Amendment and 42 U.S.C. § 1983, by authorizing and compelling the School District to deduct union dues from Plaintiffs' wages even though they have not clearly and affirmatively consented to the deductions by waiving their constitutional rights; and because it unduly burdens Plaintiffs' exercise of their right to resign union membership and to end their payment of union dues.

35. Defendants have never obtained clear, affirmative and voluntary agreements from Plaintiffs that waive their constitutional right to avoid paying money to a union, thus all dues, fees or other assessments taken from Plaintiffs for the benefit of HCU violate Plaintiffs' First Amendment rights.

36. Defendant cannot rely on the dues authorization contained in their membership agreements because nothing in those authorizations informed Plaintiffs of the following: (a) that they had the right to refrain from financially supporting a union; (b) that they were not required to join the union or pay money to the union as a condition of employment; (c) that the union owed them a duty of fair representation even if they chose not to join or give money to the union; or (d) that if they joined and paid dues to the union, the union would use their dues to fund political advocacy.

37. No compelling state interest justifies this infringement on Plaintiffs' First Amendment rights.

38. Defendants' practice of taking Plaintiffs' money absent consent and a waiver of First Amendment rights is not narrowly tailored to serve a compelling state interest and, thus, violates Plaintiffs' constitutional rights.

COUNT II
(First Amendment – Freedom of Association)

39. Plaintiffs re-allege and incorporate by reference paragraphs set forth above.

40. Defendant's maintenance of membership policy, under which HCU informed Plaintiffs that they would remain union members rather than "non-members with dues authorization" unless they "let [Debbie Langworthy] know," an unclear directive, represents an unreasonable restraint on Plaintiffs' right to freedom of association, as secured against state infringement by the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983.

41. Defendants' maintenance of membership policy and refusal to allow Plaintiffs to disassociate from the union are not narrowly tailored to serve a compelling state interest and, thus, violate Plaintiffs' constitutional rights.

PRAYER FOR RELIEF

Wherefore, Plaintiffs request that this Court:

A. Issue a declaratory judgment that ORS 243.776 and ORS 292.055(3) and Article 11, Section C of the applicable CBA violate the First Amendment, as secured against state infringement by the Fourteenth Amendment and 42 U.S.C. § 1983, because they permit and compel School District to deduct union dues from Plaintiffs' wages without clear and compelling evidence that Plaintiffs waived their First Amendment rights.

B. Issue a declaratory judgment that School District's deduction of monies from Plaintiffs' wages without clear and compelling evidence that they waived their First Amendment rights is illegal and unconstitutional.

C. Issue a declaratory judgment that the maintenance of membership policy of Defendant HCU places an unreasonable burden on Plaintiffs' First Amendment right to freedom of association and is illegal and unconstitutional under the First Amendment, as secured against state infringement by the Fourteenth Amendment and 42 U.S.C. § 1983.

D. Permanently enjoin Defendants along with their officers, agents, servants, employees, attorneys, and any other person or entity in active concert or participation with them, from maintaining and enforcing any of the policies, provisions, or actions declared unconstitutional including the union Defendants' restrictions on resignation of membership, and the School District's deduction of union dues or fees from Plaintiffs' wages without their consent;

E. Enter a judgment against HCU awarding Plaintiffs nominal and compensatory damages for violation of their constitutional rights, including but not limited to all dues taken from Plaintiffs' wages, pursuant to Defendants' unconstitutional dues authorizations, to the extent permitted by the relevant statute of limitations, together with any interest accumulated on such sum;

F. Award Plaintiffs their costs and reasonable attorneys' fees pursuant to the Civil Rights Attorneys' Fees Award Act of 1976, 42 U.S.C. § 1988; and

G. Grant other and additional relief as the Court may deem just and proper.

Date: December 5, 2019

By: *s/ Rebekah Millard*

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Attorneys for Plaintiffs

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DOri Yates, Claudia Strickland, Tonya Sevilla, Linda Newton

(b) County of Residence of First Listed Plaintiff Washington

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Rebekah Millard, James Abernathy, Freedom Foundation; PO Box 552, Olympia, WA 98507; 360.956.3482

DEFENDANTS

American Federation of Teachers, AFL-CIO; AFT-Oregon; Hillsboro Classified United, AFT Local 4671; Hillsboro Unified School District

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability		<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 330 Federal Employers' Liability		<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 345 Marine Product Liability		<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 370 Other Fraud		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 371 Truth in Lending		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 380 Other Personal Property Damage		<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract		<input type="checkbox"/> 385 Property Damage Product Liability		<input type="checkbox"/> 485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 850 Securities/Commodities/ Exchange
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	
<input type="checkbox"/> 210 Land Condemnation	<input checked="" type="checkbox"/> 440 Other Civil Rights	Habeas Corpus:	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	Other:		<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other		<input type="checkbox"/> 950 Constitutionality of State Statutes
		<input type="checkbox"/> 550 Civil Rights		
		<input type="checkbox"/> 555 Prison Condition		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		
		IMMIGRATION	FEDERAL TAX SUITS	
		<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
		<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify) _____	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 U.S.C. Section 1983

VI. CAUSE OF ACTION

Brief description of cause:
Violation of First Amendment rights of public sector employees by taking union dues without consent and waiver

VII. REQUESTED IN COMPLAINT:

 CHECK IF THIS IS A CLASS ACTION
UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S)

IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

FOR OFFICE USE ONLY

RECEIPT #	AMOUNT	APPLYING IFP	JUDGE	MAG. JUDGE
DATE 12/05/2019	SIGNATURE OF ATTORNEY OF RECORD Rebekah Millard			

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.

Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.

PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.